

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE DREAMWORKS ANIMATION  
SKG, INC.

C.A. No. 12619-CB

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF STOCKHOLDER CLASS ACTION,  
SETTLEMENT HEARING, AND RIGHT TO APPEAR**

***The Delaware Court of Chancery authorized this Notice. This is not a solicitation from a lawyer.***

**NOTICE OF PENDENCY OF CLASS ACTION:** Please be advised that your rights will be affected by the above-captioned consolidated stockholder class action (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”), if you held shares of DreamWorks Animation SKG, Inc. (“DreamWorks” or the “Company”) Class A common stock (“DreamWorks Common Stock”) that were exchanged for the Merger Consideration (defined in ¶ 16 below).

**NOTICE OF SETTLEMENT:** Please also be advised that plaintiffs Ann Arbor City Employees Retirement System, Kenneth Bumba, and Teamsters Local 677 Health Services & Insurance Plan (collectively, “Plaintiffs”), on behalf of themselves and the Settlement Class (defined in ¶ 16 below), have reached a proposed settlement of the Action for \$4,500,000 in cash (the “Settlement”).

**PLEASE READ THE NOTICE CAREFULLY AND IN ITS ENTIRETY. This Notice explains how Settlement Class Members will be affected by the Settlement.**<sup>1</sup>

**The following table provides a brief summary of the rights you have as a Settlement Class Member and the relevant deadlines, which are described in more detail later in this Notice.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:</b>	
<b>YOU <u>DO NOT</u> NEED TO SUBMIT A CLAIM FORM.</b>	If you are a member of the Settlement Class (defined in ¶ 16 below), you are eligible to receive a <i>pro rata</i> distribution from the Settlement proceeds. Settlement Class Members <u>do not</u> need to submit a claim form in order to receive a distribution from the Settlement, if approved by the Court. Your distribution from the Settlement will be paid to you directly. See ¶¶ 21-24 below for further discussion.
<b>YOU MAY OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN APRIL 9, 2018.</b>	You have the right, if you do not like the proposed Settlement or Co-Lead Counsel’s request for attorneys’ fees and reimbursement of Litigation Expenses, to write to the Court and explain why you do not like it/them.

<sup>1</sup> Any capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement, Compromise and Release dated January 9, 2018 (the “Stipulation of Settlement” or “Stipulation”), entered into by and among (i) Plaintiffs, on behalf of themselves and the Settlement Class; (ii) defendant Jeffrey Katzenberg (“Katzenberg” or “Defendant”); and (c) non-party DWA Holdings, LLC (“DWA Holdings”). A copy of the Stipulation is available at [www.DreamWorksLitigation.com](http://www.DreamWorksLitigation.com).

**YOU MAY GO TO A HEARING ON APRIL 18, 2018 AT 10:00 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN APRIL 9, 2018.**

Filing a written objection and notice of intention to appear that is received by April 9, 2018, allows you to speak in Court, at the discretion of the Court, about your objection. You may, but you do not have to, attend the hearing. The Court will consider the objection whether or not you attend.

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### **WHAT IS THE PURPOSE OF THIS NOTICE?**

1. The purpose of this Notice is to inform you of the existence of this class action lawsuit and to notify you of the terms of the proposed Settlement of the Action. The Notice also explains how the proposed Settlement affects the legal rights of Settlement Class Members. Please note: the Court may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Settlement Class.

2. A class action is a type of lawsuit in which the claims of a number of individuals are resolved together, thus providing the class members with both consistency and efficiency. In a class action lawsuit, the court selects one or more people, known as class representatives, to sue on behalf of all people with similar claims, commonly known as the class or the class members. Once the class is certified, the Court must resolve all issues on behalf of the class members. In this Action, the Court has directed that Plaintiffs and Co-Lead Counsel (defined in ¶ 8 below) shall have primary responsibility for prosecuting all claims against Defendant on behalf of all Settlement Class Members.

3. The court in charge of this case is the Court of Chancery of the State of Delaware, and the case is known as *In re Dreamworks Animation SKG, Inc.*, C.A. No. 12619-CB (the "Action"). The judge presiding over this case is Chancellor Andre G. Bouchard. The people who are suing are called plaintiffs, and those who are being sued are called defendants. In this case, Plaintiffs, on behalf of themselves and the Settlement Class, have sued Defendant Jeffrey Katzenberg. If the Settlement is approved by the Court, it will resolve all claims asserted against Defendant in the Action, and will bring the Action to an end.

4. The Court has scheduled a hearing to consider the fairness, reasonableness, and adequacy of the Settlement and the application by Co-Lead Counsel for an award of attorneys' fees and reimbursement of Litigation Expenses (the "Settlement Hearing"). See ¶¶ 28-29 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

5. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement, the settlement administrator selected by Plaintiffs and approved by the Court

(the “Settlement Administrator”) will make payments pursuant to the Settlement after any objections and appeals are resolved.

## WHAT IS THIS CASE ABOUT?

**THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO THE FOLLOWING MATTERS AND THESE RECITATIONS SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.**

6. Between June 27, 2016 and August 3, 2016, three actions were filed in the Court by DreamWorks stockholders alleging, among other things, that Defendant Katzenberg had breached his fiduciary duties to the Company’s minority stockholders and violated the Company’s certificate of incorporation in connection with the acquisition of DreamWorks by non-party Comcast Corporation (“Comcast”). These actions, and their filing dates, are as follows: *Ann Arbor City Employees Retirement System v. Katzenberg*, C.A. 12507-CB (Del. Ch., filed June 27, 2016); *Bumba v. Katzenberg*, C.A. No. 12605-CB (Del. Ch., filed July 29, 2016); and *Teamsters Local 677 Health Services & Insurance Plan v. Katzenberg*, C.A. No. 12619-CB (Del. Ch., filed Aug. 3, 2016).

7. On August 22, 2016, Comcast completed its acquisition of DreamWorks for \$41 per share in cash (the “Merger”).

8. On September 23, 2016, the Court entered a Stipulation and Order Regarding Consolidation and Leadership, consolidating the foregoing actions into the Action and appointing Bernstein Litowitz Berger & Grossmann LLP, Grant & Eisenhofer P.A., Kessler Topaz Meltzer & Check, LLP, and Friedman Oster & Tejtel PLLC as Co-Lead Counsel (“Co-Lead Counsel”). The complaint filed in *Teamsters Local 677 Health Services & Insurance Plan v. Katzenberg*, C.A. No. 12619-CB, was deemed the operative complaint in the consolidated action (the “Initial Complaint”).

9. On January 7, 2017, Defendant Katzenberg moved to dismiss the Initial Complaint. On March 7, 2017, Plaintiffs filed a Verified Amended Consolidated Class Action Complaint (the “Amended Complaint”). Defendant Katzenberg moved to dismiss the Amended Complaint on April 24, 2017 (the “Motion to Dismiss”). The Motion to Dismiss was fully briefed and the Court scheduled oral argument on it for September 20, 2017. That argument was taken off calendar pending finalization of the Stipulation of Settlement.

10. On August 23, 2017, Co-Lead Counsel, Defendant’s Counsel, and Comcast’s Counsel participated in a full-day mediation session (the “Mediation”) before David Geronemus, Esq., of JAMS. In advance of that session, Katzenberg and Comcast provided to Plaintiffs and Co-Lead Counsel various documents relevant to the Action, including (i) the consulting agreement at issue in this Action and an amendment thereto, (ii) minutes of the DreamWorks board of directors (the “Board”), (iii) materials provided to the Board in connection with the underlying transaction, including analyses of the profits interests provided to Katzenberg that are at issue in this Action, and (iv) financial information relevant to valuing the profits interests. Also prior to the Mediation, the Parties exchanged detailed mediation statements and exhibits, which addressed the issues of both liability and damages.

11. After extensive, arm’s-length negotiations at the Mediation, the Parties reached an agreement in principle to settle the Action for \$4,500,000 in cash, subject to Court approval.

12. On August 24, 2017, the Parties informed the Court of the settlement in principle and the Court removed the pending Motion to Dismiss hearing from the calendar.

13. On January 9, 2018, the Parties entered into the Stipulation of Settlement memorializing the final terms and conditions of the Settlement, and on January 17, 2018, the Court entered a Scheduling Order directing that notice of the Settlement be provided to potential Settlement Class Members, and scheduling the Settlement Hearing to consider whether to grant final approval to the Settlement.

14. Based upon their investigation, prosecution, and mediation of the case, Plaintiffs and Co-Lead Counsel have concluded that the terms and conditions of the Stipulation are fair, reasonable, and adequate to Plaintiffs and the other members of the Settlement Class, and in their best interests. Based on Plaintiffs' direct oversight of the prosecution of this matter and with the advice of their counsel, each of the Plaintiffs has agreed to settle and release the claims raised in the Action pursuant to the terms and provisions of the Stipulation, after considering, among other things: (i) the financial benefit that Plaintiffs and the other members of the Settlement Class will receive under the proposed Settlement; and (ii) the significant risks and costs of continued litigation and trial.

15. The Stipulation of Settlement constitutes a compromise of matters that are in dispute between the Parties. Defendant is entering into the Stipulation solely to eliminate the uncertainty, burden, and expense of further protracted litigation. Defendant denies any wrongdoing, and the Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Defendant with respect to any claim or allegation of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that Defendant has, or could have, asserted. Defendant expressly denies that Plaintiffs have asserted any valid claims as to him, and expressly denies any and all allegations of fault, liability, wrongdoing or damages whatsoever. Similarly, the Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any Plaintiffs of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of Defendant's defenses to liability had any merit. Each of the Parties recognizes and acknowledges, however, that the Action has been initiated, filed and prosecuted by Plaintiffs in good faith and defended by Defendant in good faith, and that the Action is being voluntarily settled with the advice of counsel.

#### **HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?**

16. If you are a member of the Settlement Class, you are subject to the Settlement. The Settlement Class preliminarily certified by the Court for Settlement purposes consists of:

all record holders and beneficial holders of DreamWorks Common Stock whose shares of DreamWorks Common Stock were exchanged for \$41.00 per share in cash paid to holders of DreamWorks Common Stock in connection with the Merger (the "Merger Consideration"). Excluded from the Settlement Class are Katzenberg, the other Excluded Persons,<sup>2</sup> Comcast, Merger Sub, DreamWorks, and DWA Holdings; members of the Immediate Family of the Excluded Persons; any entity in which any of the Excluded Persons has, or had at the time of the Merger, a controlling interest; any firm, trust, corporation, or other entity related to or affiliated with any of the Excluded Persons; and the legal representatives, heirs, successors, and assigns of any of the foregoing excluded persons or entities.

**PLEASE NOTE:** The Settlement Class was preliminarily certified as a non-"opt-out" class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2). Accordingly, Settlement Class Members do not have the right to exclude themselves from the Settlement Class.

#### **WHAT ARE THE TERMS OF THE SETTLEMENT?**

17. In consideration of the settlement of the Released Plaintiffs' Claims (defined in ¶ 25 below) against Defendant and the other Defendant's Releasees (defined in ¶ 25 below), Defendant and DWA Holdings have agreed to pay or cause to be paid \$4,500,000 in cash (the "Settlement Amount") into an interest-bearing escrow account controlled by Co-Lead Counsel. See ¶¶ 21-24 below for details about the distribution of the Settlement proceeds to Settlement Class Members.

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<sup>2</sup> The Excluded Persons consist of Jeffrey Katzenberg and the following members of DreamWorks' Board of Directors: Mellody Hobson, Harry M. Brittenham, Thomas E. Freston, Lucian Grainge, Jason Kilar, Michael J. Montgomery, and Mary Agnes Wilderotter. The Excluded Persons are excluded from receiving any recovery from this Settlement.

## WHAT ARE PLAINTIFFS' REASONS FOR THE SETTLEMENT?

18. Plaintiffs and Co-Lead Counsel believe that the claims asserted against Defendant have merit, and that their diligent prosecution of the claims asserted in the Action has led to a Settlement that provides a substantial recovery for the Settlement Class.

19. Plaintiffs, through Co-Lead Counsel, have conducted an extensive investigation relating to the claims and the underlying events and transactions alleged in the Action. Co-Lead Counsel have analyzed the evidence adduced during their investigation, and have also researched the applicable law with respect to the claims asserted in the Action and the potential defenses thereto.

20. In negotiating and evaluating the terms of the Settlement, Plaintiffs and Co-Lead Counsel considered the significant legal and factual defenses to Plaintiffs' claims and the expense, length, and risk of pursuing their claims through trial and appeals. While Plaintiffs believe that their claims that Defendant Katzenberg had breached his fiduciary duties to the Company's minority stockholders and violated the Company's certificate of incorporation in connection with the Merger, as articulated in the Amended Complaint, have merit, Defendant vigorously argued that he had acted appropriately and is not subject to liability or damages. In light of the risks of continued litigation, Plaintiffs and Co-Lead Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. Plaintiffs and Co-Lead Counsel believe that the Settlement provides a significant benefit to the Settlement Class, namely \$4,500,000 in cash (less certain deductions described in this Notice), as compared to the risk that the claims in the Action would produce a smaller or no recovery after trial and appeals, possibly years in the future.

## HOW WILL I RECEIVE PAYMENT FROM THE SETTLEMENT?

21. **Please Note: If you are eligible to receive a payment from the Net Settlement Fund, you do not have to submit a claim form or take any other action in order to receive your payment.**

22. If the Settlement is approved by the Court and the Effective Date (as defined in the Stipulation) occurs, the Settlement Amount plus any and all interest earned thereon (the "Settlement Fund"), less any Taxes, Notice and Administration Costs, and Court-awarded attorneys' fees and Litigation Expenses (the "Net Settlement Fund") will be distributed to the Settlement Class on a *pro rata* basis. Specifically, each beneficial owner of any shares of DreamWorks Common Stock as of the closing of the August 22, 2016 Merger (except for the Excluded Persons) ("Eligible Beneficial Owner") will receive a *pro rata* distribution from the Net Settlement Fund equal to the product of (i) the Net Settlement Fund and (ii) a fraction, the numerator of which is the number of Eligible Shares held by such Settlement Class Member, and the denominator of which is a number representing the total number of Eligible Shares held by all Eligible Beneficial Owners (the "Per-Share Recovery").

23. The Per Share Recovery will be paid to Eligible Beneficial Owners in the same manner in which Eligible Beneficial Owners received the Merger Consideration. If the Merger Consideration was deposited into your brokerage account, your Per-Share Recovery will be deposited into that same account. If at any time after receipt of the Merger Consideration you closed the brokerage account into which the Merger Consideration was deposited, by no later than April 9, 2018, you should contact the Settlement Administrator at 1-800-231-1815 to explain your situation, and the Settlement Administrator will make a reasonable effort to assist you in obtaining your Per-Share Recovery.

24. Subject to Court approval, Co-Lead Counsel will direct the Settlement Administrator to conduct the distribution of the Net Settlement Fund to Eligible Beneficial Owners in accordance with following terms and conditions set forth in the Stipulation of Settlement:

(i) With respect to DreamWorks Common Stock held of record by the Depository Trust Company (“DTC”) through its nominee Cede & Co., Inc. (“Cede”), the Settlement Administrator will cause that portion of the Net Settlement Fund to be allocated to Eligible Beneficial Owners who held their shares through DTC Participants to be paid to DTC. DTC shall then distribute that portion of the Net Settlement Fund among the DTC Participants by paying each the Per-Share Recovery times its respective Closing Security Position<sup>3</sup>, using the same mechanism that DTC used to distribute the Merger Consideration and subject to payment suppression instructions with respect to Excluded Shares. The DTC Participants and their respective customers, including any intermediaries, shall then ensure *pro rata* payment to each Eligible Beneficial Owner in accordance with each Eligible Beneficial Owner’s Closing Beneficial Ownership Position.

(ii) With respect to DreamWorks Common Stock held of record on August 22, 2016 other than by Cede, as nominee for DTC (a “Closing Non-Cede Record Position”), the payment with respect to each such Closing Non-Cede Record Position shall be made by the Settlement Administrator from the Net Settlement Fund directly to the record owner of each Closing Non-Cede Record Position in an amount equal to the Per-Share Recovery times the number of shares of DreamWorks Common Stock comprising such Closing Non-Cede Record Position.

(iii) To the extent that any record owner, any DTC Participants, or their respective customers, including any intermediaries, took or permitted actions that had the effect of increasing the number of shares of DreamWorks Common Stock entitled to payment of the Merger Consideration, whether through permitting naked short-selling or the cash settlement of short positions or through any other means (“Increased Merger Consideration Entitlements”), such record owner, DTC Participants, or their respective customer (including intermediaries) shall be responsible for paying to the ultimate beneficial owners of such Increased Merger Consideration Entitlements an amount equal to the Per-Share Recovery times the number of the Increased Merger Consideration Entitlements.

(iv) A person who purchased shares of DreamWorks Common Stock on or before August 22, 2016 but had not settled those shares at the Merger’s closing (“Non-Settled Shares”) shall be treated as an Eligible Beneficial Owner with respect to those Non-Settled Shares (except for the Excluded Shares), and a person who sold those Non-Settled Shares on or before August 22, 2016 shall not be treated as an Eligible Beneficial Owner with respect to those Non-Settled Shares.

(v) No payment described in ¶¶ 24(i) or 24(ii) above shall be made (a) in respect to any Excluded Shares, (b) in respect of any DreamWorks Class B Equity-Based Awards; (c) to any Excluded Person, or (d) to any former stockholder of DreamWorks for any shares of DreamWorks Common Stock that such stockholder sold into the market at any time before the closing of the August 22, 2016 Merger.

(vi) Neither Defendant nor any other Excluded Person or any other person or entity who or which held Excluded Shares shall have any right to receive any part of the Settlement Fund for his, her, or its own account(s) (*i.e.*, accounts in which he, she or it holds a proprietary interest), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received by any other stockholder, in each case under any theory, including but not limited to contract, application of statutory or judicial law, or equity.

(vii) In the event that any payment from the Net Settlement Fund is undeliverable or in the event a check is not cashed by the stale date (*i.e.*, more than six months from the check’s issue date), the DTC Participants or the holder of a Closing Non-Cede Record Position shall follow their respective policies with respect to further attempted distribution or escheatment.

(viii) The Net Settlement Fund shall be distributed to Eligible Beneficial Owners only after the Effective Date of the Settlement and after: (a) all Notice and Administration Costs and Taxes have been paid

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<sup>3</sup> For each DTC Participant, the “Closing Security Position” is the number of shares of DreamWorks Common Stock reflected on the DTC allocation report used by DTC to distribute the Merger Consideration on August 22, 2016.

from the Settlement Fund or reserved; and (b) the Court has entered an order authorizing the specific distribution of the Net Settlement Fund (the “Class Distribution Order”). Co-Lead Counsel will apply to the Court, on notice to Defendant’s Counsel, for the Class Distribution Order.

(ix) Payment pursuant to the Class Distribution Order shall be final and conclusive against all Eligible Beneficial Owners. Plaintiffs and Defendant, and their respective counsel, and all other Defendant’s Releasees, shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the determination, administration, or calculation of any payment from the Net Settlement Fund, the nonperformance of the Settlement Administrator or a nominee holding shares on behalf of an Eligible Beneficial Owners, the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

(x) All proceedings with respect to the administration of the Settlement and distribution pursuant to the Class Distribution Order shall be subject to the jurisdiction of the Court.

<p style="text-align: center;"><b>WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED? WHAT CLAIMS WILL THE SETTLEMENT RELEASE?</b></p>
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25. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). Pursuant to the Judgment, upon the Effective Date of the Settlement (as defined in the Stipulation), the Action will be dismissed with prejudice and the following releases will occur:

(i) **Release of Claims by Plaintiffs and the Settlement Class:** Plaintiffs and each of the other Settlement Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Plaintiffs’ Claim (as defined below) against Defendant and the other Defendant’s Releasees (as defined below), and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs’ Claims against any of the Defendant’s Releasees.

“Released Plaintiffs’ Claims” means all actual and potential claims and causes of action of every nature and description, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, whether known claims or Unknown Claims (as defined below), whether arising under state, federal, common, or foreign law, that Plaintiffs or any other member of the Settlement Class: (i) asserted in the Amended Complaint; or (ii) could have asserted in any forum that arise out of or are based upon the allegations, transactions, facts, matters, occurrences, representations, or omissions involved, set forth, or referred to in the Amended Complaint and that relate to the ownership of DreamWorks Common Stock. Released Plaintiffs’ Claims do not include: (i) any claims relating to the enforcement of the Settlement; (ii) any claims arising out of or based upon actions, events, or conduct occurring after the date of execution of the Stipulation of Settlement; or (iii) any claims solely for statutory appraisal with respect to the Merger pursuant to 8 *Del. C.* § 262 by DreamWorks stockholders who properly perfected such claims for appraisal and have not otherwise waived their appraisal rights.

“Defendant’s Releasees” means Defendant, Comcast, DreamWorks, DWA Holdings, Merger Sub, National Union, and their respective current and former officers, directors, agents, advisors, parents, affiliates, subsidiaries, trusts, trustees, successors, predecessors, assigns, assignees, employees, and attorneys.

(ii) **Release of Claims by Defendant:** Defendant, on behalf of himself, and his respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Defendant’s Claim (as defined below) against Plaintiffs and the other Plaintiffs’ Releasees (as defined below), and shall forever be barred and enjoined from prosecuting any or all of the Released Defendant’s Claims against any of the Plaintiffs’ Releasees.

“Released Defendant’s Claims” means all actual and potential claims and causes of action of every nature and description, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, whether known claims or Unknown Claims (as defined below), whether arising under state, federal, common, or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action. Released Defendant’s Claims do not include any claims relating to the enforcement of the Settlement.

“Plaintiffs’ Releasees” means Plaintiffs, all other plaintiffs in the Action, their respective attorneys, and all other Settlement Class Members, and their respective current and former officers, directors, agents, advisors, parents, affiliates, subsidiaries, trusts, trustees, successors, predecessors, assigns, assignees, employees, and attorneys.

“Unknown Claims” means any Released Plaintiffs’ Claims which any Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Defendant’s Claims which Defendant does not know or suspect to exist in his favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiffs and Defendant shall expressly waive, and each of the other Settlement Class Members shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Plaintiffs and Defendant acknowledge, and each of the other Settlement Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

26. By Order of the Court, (i) all proceedings in the Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Stipulation, have been stayed; and (ii) pending final determination by the Court of whether the Settlement should be approved, Plaintiffs and all other Settlement Class Members are barred and enjoined from instituting, commencing or prosecuting any and all of the Released Plaintiffs’ Claims against any and all of the Defendant’s Releasees.

**HOW WILL PLAINTIFFS’ COUNSEL BE PAID**

27. Plaintiffs’ Counsel have not received any payment for their services in pursuing claims against the Defendant on behalf of the Settlement Class, nor have Plaintiffs’ Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Co-Lead Counsel will apply to the Court for an award of attorneys’ fees and reimbursement of Litigation Expenses to Plaintiffs’ Counsel from the Settlement Fund in an amount not to exceed \$900,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by Plaintiffs directly related to their representation of the Settlement Class. The Court will determine the amount of any award of attorneys’ fees or reimbursement of Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

**WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DON’T LIKE THE SETTLEMENT?**

28. Settlement Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Settlement Class



**Member does not attend the hearing. You can receive a payment from the Settlement without attending the Settlement Hearing. Please Note: The date and time of the Settlement Hearing may change without further written notice to the Settlement Class. You should monitor the Court’s docket and the website maintained by the Settlement Administrator, [www.DreamWorksLitigation.com](http://www.DreamWorksLitigation.com), before making plans to attend the Settlement Hearing. You may also confirm the date and time of the Settlement Hearing by contacting Co-Lead Counsel as indicated in ¶ 37 below.**

29. The Court will consider the Settlement and all matters related to the Settlement at the Settlement Hearing. The Settlement Hearing will be held before The Honorable Andre G. Bouchard, Chancellor, on April 18, 2018 at 10:00 a.m., at the Leonard L. Williams Justice Center (formerly New Castle County Courthouse), 500 North King St., Wilmington, DE 19801. At the Settlement Hearing, the Court will, among other things: (i) determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation of Settlement is fair, reasonable and adequate to the Settlement Class, and should be approved by the Court; (ii) determine whether the Judgment (as defined above), should be entered dismissing the Action with prejudice against Defendant pursuant to the Stipulation; (iii) determine whether the application by Co-Lead Counsel for an award of attorneys’ fees and reimbursement of Litigation Expenses should be approved; (iv) hear and consider any objections to the Settlement or Co-Lead Counsel’s application for an award of attorneys’ fees and Litigation Expenses; and (v) consider any other matters that may properly be brought before the Court in connection with the Settlement.

30. Any Settlement Class Member may object to the Settlement or Co-Lead Counsel’s application for an award of attorneys’ fees and reimbursement of Litigation Expenses. Objections must be in writing. Settlement Class Members must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Register in Chancery at the address set forth below on or before April 9, 2018. Settlement Class Members must also serve the papers on Representative Co-Lead Counsel and Representative Defendant’s Counsel by hand or overnight delivery at the addresses set forth below so that the papers are *received* on or before April 9, 2018.

<u>Register in Chancery</u>	<u>Representative Co-Lead Counsel</u>	<u>Representative Defendant’s Counsel</u>
Court of Chancery	Michael J. Barry, Esq.	Gary A. Bornstein, Esq.
Leonard L. Williams Justice Center (formerly New Castle County Courthouse)	Grant & Eisenhofer P.A. 123 Justison Street Wilmington, DE 19801	Cravath, Swaine & Moore LLP 825 8th Avenue New York, NY 10019
500 North King St. Wilmington, DE 19801		

31. Any objection: (i) must state the name, address and telephone number of the person or entity objecting and, if represented by counsel, the name, address and telephone number of his, her or its counsel; (ii) must be signed by the objector; (iii) must contain a written, specific statement of the Settlement Class Member’s objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court’s attention; (iv) must state the objection is being filed with respect to “*Dreamworks Animation SKG, Inc.*, C.A. No. 12619-CB”; and (v) must demonstrate that the objector is a Settlement Class Member by including documents sufficient to prove that the objector held shares of DreamWorks Common Stock that were exchanged for the Merger Consideration.

32. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first filed and served a written objection in accordance with the procedures described above, unless the Court orders otherwise.

33. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement or Co-Lead Counsel’s application for an award of attorneys’ fees and Litigation Expenses, and if you file and serve a timely written objection as described above, you must also file a notice of appearance with the Register

in Chancery and serve it on Representative Co-Lead Counsel and Representative Defendant's Counsel at the addresses set forth in ¶ 30 above so that it is *received* on or before April 9, 2018. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

34. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Representative Co-Lead Counsel and Representative Defendant's Counsel at the addresses set forth in ¶ 30 above so that the notice is *received* on or before April 9, 2018.

35. The Settlement Hearing may be adjourned by the Court without further written notice to the Settlement Class. If you intend to attend the Settlement Hearing, you should confirm the date and time with Co-Lead Counsel.

36. **Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement and/or Co-Lead Counsel's application for an award of attorneys' fees and Litigation Expenses, or any other matter related to the Settlement, in the Action or in any other action or proceeding. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.**

**CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?**

37. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, New Castle County Courthouse, 500 North King St., Wilmington, DE 19801. Additionally, copies of the Stipulation, the Amended Complaint, and any related orders entered by the Court will be posted on the following website: [www.DreamWorksLitigation.com](http://www.DreamWorksLitigation.com). If you have questions regarding the Settlement, you may contact the Settlement Administrator at DreamWorks Stockholders Litigation, c/o GCG, P.O. Box 10560, Dublin, OH 43017-7260, 1-800-231-1815, or the following Co-Lead Counsel: Michael J. Barry, Esq., Grant & Eisenhofer P.A., 123 Justison Street, Wilmington, DE 19801, 302-622-7000, or Michael C. Wagner, Kessler Topaz Meltzer & Check, LLP, 280 King of Prussia Road, Radnor, PA 19087, 610-667-7706.

**DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF  
THE REGISTER IN CHANCERY REGARDING THIS NOTICE.**

Dated: January 17, 2018

BY ORDER OF THE COURT OF  
CHANCERY OF THE STATE OF DELAWARE